Such a rule clearly imposes too great a burden, even though it generally has been limited to cases where the killing was caused by a deadly weapon. But the advisability of adhering to the rule followed by the majority of courts seems questionable in an age when punishment for crime has lost its barbarous character and when unnecessary technicalities are being dispensed with to promote justice. Consequently, an increasing number of jurisdictions have adopted the doctrine of the principal case, that self-defense must be proved by the accused by a preponderance of the evidence. *State* v. *Dillard*, 59 W. Va. 197, 53 S. E. 117; *Szalkai* v. *State*, 96 Ohio St. 36, 117 N. E. 12. Since justification by way of self-defense admits the criminal act, such a rule places no unreasonable burden upon the accused. See 17 HARV. L. REV. 208.

DAMAGES — BREACH OF WARRANTY — DUTY OF BUYER TO MITIGATE CONSEQUENTIAL DAMAGES. — The plaintiff sold to the defendant a refrigerator. In an action for the balance of the purchase price the defendant counterclaimed for losses due to the failure of the refrigerator to fulfill the purpose for which it was bought and introduced evidence that he had lost thereby a large quantity of flowers. A verdict was rendered in favor of the defendant for affirmative damages. *Held*, that the evidence supported this verdict. *Buchbinder Bros.* v. *Valker*, 173 N. W. 947 (N. D.).

For breach of warranty a vendee is permitted to recover consequential damages resulting from the defect, in addition to the difference between the actual and the represented value of the goods. *Black* v. *Elliott*, 1 F. & F. 595; *French* v. *Vining*, 102 Mass. 132; *New York Mining Co.* v. *Fraser*, 130 U. S. 611. See WILLISTON ON SALES, § 614. The courts, indeed, have gone very far in cases of warranties in considering such indirect consequences as recoverable. See 33 HARV. L. REV. 475. But it is a general principle of the law of damages that the injured party cannot recover for losses which he could have avoided by the use of reasonable care. *Texas & Pacific Ry. Co.* v. *White*, 101 Fed. 928; *Gordon* v. *Brewster*, 7 Wis. 355. This principle applies to damages for breach of warranty. *Razey* v. *J. B. Colt Co.*, 106 N. Y. App. Div. 103, 94 N. Y. Supp. 59; *Mark* v. *Williams Cooperage Co.*, 204 Mo. 242, 103 S. W. 20. In the principal case the jury allowed a recovery for the loss of flowers repeatedly placed in the defective refrigerator furnished by the vendor. The minority of the court contended that evidence of these losses should not have been admitted. But it is for the jury to decide whether any of the damages claimed could have been avoided with due care. *Tatro* v. *Brower*, 118 Mich. 615, 77 N. W. 274; *Ford* v. *Illinois Refrigerating Construction Co.*, 40 Ill. App. 222. On this ground the case can be supported.

EQUITY — DAMAGES — AWARD OF SEPARATE DAMAGES TO EACH OF SEVERAL PLAINTIFFS IN ADDITION TO AN INJUNCTION. — The defendant's factory constituted a nuisance to neighboring landowners who joined in a bill in equity asking for an injunction and damages for the injuries suffered by each. The Georgia Code provides that where there is one common right to be established by several persons against another, they may join in the same suit against him. (GA. CIVIL CODE, § 5419.) A demurrer on the ground of misjoinder of parties and causes of action was interposed by the defendant. *Held*, that the demurrer be overruled. *Knox* v. *Reese*, 100 S. E. 371 (Ga.).

That equity has jurisdiction to enjoin a permanent or continuing nuisance is clear. *Wood* v. *Conway Corporation*, [1914] 2 Ch. 47; *Nixon* v. *Bolling*, 145 Ala. 277, 40 So. 210. Where several landowners are injured by the same nuisance, equity permits them, for the purpose of avoiding a multiplicity of suits, to join in a single bill for an injunction. *Cadigan* v. *Brown*, 120 Mass. 493; *Murray* v. *Hay*, 1 Barb. Ch. (N. Y.) 59. *Contra*, *Fogg* v. *Nevada C. O. Ry. Co.*, 20 Nev. 429, 23 Pac. 840. See 1 POMEROY, EQ. JUR., 4 ed., § 257. It is axiomatic that